

**COMPROMISE SETTLEMENT AGREEMENT
AND RELEASE**

THIS COMPROMISE SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into between Kevin A. King ("King") and General Motors Corporation ("GM") for the reasons and purposes set forth herein. The benefits, defenses and protection of the release granted by King are binding upon King and his agents, heirs, representatives, successors and assigns and shall inure to the benefit of GM and its respective officers, directors, shareholders, agents, servants, current and former employees, subsidiaries, physicians, lawyers, insurers, related and affiliated entities, representatives and assigns. For purposes of this Agreement, the term "GM" refers to GM and its subsidiaries, affiliates and divisions, and all employees, officers, directors, assigns and agents.

RECITALS

WHEREAS, King alleges he was injured on or about August 23, 2002 when he slipped and fell in water at GM's Parma, Ohio metal stamping plant; and

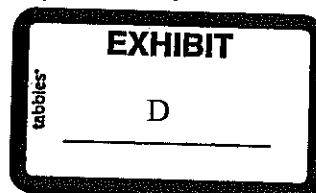
WHEREAS, King filed suit against GM in the Court of Common Pleas of Cuyahoga County, Ohio and GM removed his lawsuit to the United States District Court for the Northern District of Ohio as Case No. 1:04-cv-01958. King dismissed that case, with GM's consent, without prejudice, on August 3, 2005. King refiled his complaint in the Court of Common Pleas of Cuyahoga County, Ohio and GM also removed that case to the United States District Court for the Northern District of Ohio. King's second lawsuit was captioned *Kevin A. King v. General Motors Corporation*, Case No. 1:06-cv-02037-DCN. In both of his lawsuits, King alleged that GM committed an employer intentional tort against him which caused him to suffer injuries and other damages.

WHEREAS, GM expressly denies liability for King's claims; but, in order to avoid further litigation, King and GM have decided to enter into an agreement embodying the mutual understandings and promises concerning the terms and conditions that will resolve all claims, lawsuits and disputes between and among King and GM, including, but not limited to, all claims for physical, personal or emotional injuries, pain and suffering, medical expenses, lost wages, attorney fees and costs relating to King's claim for damages.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

COMPROMISE SETTLEMENT AGREEMENT

1. King and GM agree to a gross settlement of Five Thousand Dollars and zero one hundredths (\$5,000.00) to be paid by GM to King and his counsel of record, Brent L. English, in full, strict and complete compromise, settlement and satisfaction of all claims, demands, suits or causes of action of any kind or type whatsoever that have been asserted by King against GM or any of its officers, directors, shareholders, agents, servants,



current and former employees, subsidiaries, physicians, lawyers, insurers, related and affiliated entities, representatives and assigns arising out of the incident described above.

2. GM expressly denies liability for King's claims; but, King and GM enter into the Compromise Settlement Agreement for the sole purpose of avoiding the time, expense and uncertainty that would accompany further litigation. The payment of consideration described in this agreement is not and shall not be construed as an admission of liability on the part of GM or any other person, firm or corporation of any claim, whether asserted by King or otherwise. King acknowledges that GM's willingness to pay this consideration is based solely upon Plaintiffs' acceptance of the terms of this Settlement Agreement and he further acknowledges that in the absence of this Settlement Agreement he is not entitled to the consideration set forth in this Settlement Agreement.

RELEASE OF ALL CLAIMS

3. In consideration of the payments, covenants, agreements and actions herein described, the adequacy and sufficiency whereof is hereby expressly acknowledged by King, King fully, finally and forever releases, discharges and acquits GM and all entities and persons in privity or affiliated with GM from any and all debts, claims and demands of whatever nature, whether known or unknown, suspected or unsuspected, or whether having arisen or hereafter to arise that King has or may claim to have or hereafter can, shall or may for any reason have against GM and all entities and persons in privity with GM arising from or relating in any way to the incident which forms the basis for his lawsuit which was filed in the United States District Court for the Northern District of Ohio, Case No. *Kevin A. King v. General Motors Corporation*, Case No. 1:06-cv-02037-DCN.

4. It is expressly agreed and understood that this Compromise Settlement Agreement and Release completely and totally releases all claims that King has or may claim to have in the future against GM relating to the incident, except his right to worker's compensation benefits for any claim which has been filed or which may be filed relating to the incident. Except as provided for hereinabove, King releases GM from all claims for alleged employer intentional tort.

5. In further consideration of the payments, covenants, agreements and actions herein described, King has agreed and has dismissed with prejudice his case against GM in the United States District Court for the Northern District of Ohio at GM's costs.

ADDITIONAL PROVISIONS

6. Further, it is expressly agreed and understood that no one connected with or representing GM has made any representation to King either as to liability or as to the extent of his damages, and he hereby states that he is making this settlement and executing this release of all claims solely of his own judgment. King understands that this Compromise Settlement Agreement and Release covers and includes every claim of every kind that he may have or may claim to have in the future against GM arising out of the alleged incident which forms the basis for his lawsuit captioned *Kevin A. King v.*

General Motors Corporation, Case No. 1:06-cv-02037-DCN in the United States District Court for the Northern District of Ohio, except King's worker's compensation claim(s) related thereto, which are expressly excepted from the release and are not settled by his execution of this document.

7. Further, it is expressly agreed that King, for and in consideration of the sum referenced above, in hand paid by and on behalf of GM, the receipt of which is hereby acknowledged and confessed, does hereby release, relinquish, discharge and quitclaim GM of and from any and all claims, demands, rights or causes of action of any kind, whether now known, asserted or not, that he has or may claim to have against GM growing out of or resulting from the occurrence, and any and all alleged injuries and damages resulting therefrom, except his worker's compensation claim(s) related thereto, which are expressly excepted from the release and are not settled by his execution of this document.

8. Nothing hereby shall be deemed to affect any of King's rights under his pension, any collective bargaining agreement(s), or the buyout which King accepted from GM following the date of settlement of this case on September 12, 2007.

9. If any part of the Compromise Settlement Agreement and Release shall be determined to be illegal, invalid, or unenforceable, the illegal, invalid, or unenforceable part shall be stricken, but the remaining parts shall not be affected thereby unless by striking the illegal, invalid or unenforceable provision this agreement is deemed to have failed of its essential purpose.

10. King acknowledges that this Settlement Agreement constitutes a complete accord with respect to all claims, demands or causes of action that have been released by this Settlement Agreement and that King's sole remedy for breach of this Settlement Agreement is specific enforcement of its terms.

11. King will not disclose to any person or entity, directly or indirectly, by or through any agent, employee or other representative, the terms and conditions of this Settlement Agreement, or the negotiations culminating in this Settlement Agreement, except as required by law or as necessary to effectuate the provisions of this Settlement Agreement or as expressly consented to by GM. King may respond to inquiries regarding this dispute with only the statement that it has been resolved. Plaintiff may communicate the terms and conditions of this Settlement Agreement to his spouse, his counsel and his tax advisors without violating this confidentiality provision. However, King agrees that he is responsible for any disclosure to third parties by his spouse, counsel and tax advisors and that a disclosure by any of them will constitute a disclosure by King under this Settlement Agreement.

12. It is further understood and agreed that the statements and representations contained in this Compromise Settlement Agreement and Release are contractual in nature and not merely recitations of fact.

13. The parties agree that the terms of this Settlement Agreement cannot be changed, altered, modified, amended or added to except in a writing that specifically refers to this Settlement Agreement and which is signed by the parties. Any purported changes, alterations, modifications, amendments, or additions to this Settlement Agreement that do not precisely fulfill this requirement are not valid. The parties expressly waive application of any local, state, federal, or foreign law, statute or judicial decision allowing verbal modifications, amendments, or additions to a contract notwithstanding an express provision requiring a writing signed by the parties.

14. King acknowledges that the promises and covenants contained in this Settlement Agreement are the sole and total agreement of the parties; that there are no covenants, promises, agreements or representations other than as contained in this Settlement Agreement; and that in accepting the terms of this Settlement Agreement Plaintiffs have not relied upon any promises, covenants, agreements or other representations other than as expressed in this Settlement Agreement.

15. King warrants and represents that he is the owner of all rights, claims or causes of action of any kind that he has or may claim to have arising out of the occurrence, and the claims being released herein have not been assigned, pledged, transferred or otherwise encumbered or sold.

16. King further acknowledges, confirms and agrees that he has had a reasonable period of time after which this Agreement was presented to him in which to review and decide whether to accept or reject its terms.

17. It is agreed and understood that the general rule pertaining to construction of contracts that ambiguities are to be construed against the drafter shall not apply to this Settlement Agreement.

18. IT IS FURTHER UNDERSTOOD AND EXPRESSLY AGREED THAT THE PURPOSE OF THIS AGREEMENT IS TO FULLY AND FINALLY RESOLVE AS AGAINST GM ALL DISPUTES AND CLAIMS FOR DAMAGES OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, MANIFESTED OR TO BECOME KNOWN IN THE FUTURE, ARISING OUT OF THE OCCURRENCE AND THIS DOCUMENT SHALL BE LIBERALLY CONSTRUED TO EFFECTUATE THAT PURPOSE.

19. This Settlement Agreement is to be construed in accordance with the laws of the State of Ohio.

Kevin A. King

STATE OF _____)
) ss:
COUNTY OF _____)

Kevin A. King, after being duly sworn, states that he has read and understands the above and foregoing Compromise Settlement Agreement and Release, agrees to be bound fully thereby, and has voluntarily signed his name to said Agreement as his own free act and deed after having been fully informed of all provisions of said Agreement and of all of his rights with regard to his claims and potential claims against GM under state and federal law and otherwise.

Notary Public

Subscribed and sworn to before me this ____ day of December 2008.

My commission expires:
